



CYNTHIA D. BANKS
Interim Director

COMMUNITY AND SENIOR SERVICES OF LOS ANGELES COUNTY

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"To Enrich Lives Through Effective And Caring Service"

BOARD OF SUPERVISORS

GLORIA MOLINA
YVONNE B. BURKE
ZEV YAROSLAVSKY
DON KNABE
MICHAEL D. ANTONOVICH

April 18, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF DELEGATION OF DUTIES AND ASSIGNMENT OF RIGHTS OF
CONTRACT FROM AFFILIATED COMPUTER SERVICES (ACS)
TO ARBOR EMPLOYMENT & TRAINING, LLC
(FIRST DISTRICT) (3-VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the delegation of duties and assignment of rights under the Workforce Investment Act (WIA) Adult Program (Contract No. 20005) and WIA Dislocated Worker Program (Contract No. 20046) from Affiliated Computer Services (ACS) to Arbor Employment and Training, LLC, effective date of Board approval.
2. Authorize the Interim Director of Community and Senior Services, or designee, to execute the attached contract amendment (Attachment A) with ACS and Arbor E & T, LLC, effective from the date of Board approval through June 30, 2006. This amendment has been approved by County Counsel. There are no costs associated with this amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of this action is to request Board approval of the Delegation of Duties and Assignment of Rights for Contract No. 20005 (Adult Program) and No. 20046 (Dislocated Worker Program) from Affiliated Computer Services (ACS) to Arbor Employment and Training, LLC, effective date of Board approval, for the provision of WIA related employment, placement and training services.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goals 1 and 4.

FISCAL IMPACT/FINANCING

There is no impact on the County's General Fund or to existing contractor allocations.

FACTS AND PROVISIONAL/LEGAL REQUIREMENTS

The County of Los Angeles has been designated by the State as a Workforce Investment Area for the purpose of administering WIA. The administration of programs under the Act meets the County's responsibility to the State to ensure that workforce investment programs/services are provided in the Los Angeles County Workforce Investment Area.

ACS, a FY 2005-06 WIA Adult and Dislocated contractor, is also a current operator of the County's East Los Angeles Employment and Business WorkSource Center. Arbor is a Los Angeles City WorkSource Center that provides residential, training, educational, and support services for people with special needs and is also currently a County WIA Adult Special Needs contractor.

ACS has requested the County's approval to assign its contract with the County to Arbor E & T.

On December 21, 2005, ACS notified CSS of its pending purchase by Arbor E & T effective January 1, 2006. In compliance with the Board adopted policy on assignments and delegations, CSS conducted a review to verify that Arbor E & T met the minimum mandatory requirements outlined in the initial request for proposals that resulted in the funding of ACS as a WorkSource Center. Additionally, CSS required Arbor E & T to provide assurances of continued employment of qualified staff, and that services will be uninterrupted at the current location which will preserve the existing WorkSource Center name.


After review and evaluation of financial records and other documentation provided to CSS by Arbor E & T and after conducting interviews with both ACS and Arbor E & T management personnel, CSS has determined that Arbor is a responsible entity capable of carrying out the duties required under the contract as required by your Board and therefore recommends the approval of the assignment of the ACS contract to Arbor E & T, LLC.

The Los Angeles County WIB approved the recommended actions at its February 9, 2006 meeting. The CAO has reviewed and concurs with the recommended actions.

IMPACT ON CURRENT SERVICES OR PROJECTS

The recommended actions will relieve the existing contractor, ACS, of its current responsibilities; and authorize Arbor to be the new administrator and operator for the East Los Angeles Employment and Business WorkSource Center.

Respectfully submitted,


CYNTHIA D. BANKS
Interim Director

CDB:JM:eaf

Attachment –1

c: David E. Janssen, Chief Administrative Officer
Raymond G. Fortner, Jr., County Counsel
Joanne Sturges, Acting Executive Officer
J. Tyler McCauley, Auditor-Controller



AMENDMENT NUMBER ONE
TO
WORKFORCE INVESTMENT ACT
ADULT AND DISLOCATED WORKER PROGRAMS CONTRACT
WITH
AFFILIATED COMPUTER SERVICES
(Supervisory District 1)

APRIL 2006

**AMENDMENT NUMBER ONE
WORKFORCE INVESTMENT ACT
ADULT AND DISLOCATED WORKER PROGRAMS CONTRACT
WITH AFFILIATED COMPUTER SERVICES (Supervisorial District 1)**

This Amendment Number One (hereafter referred to as "Amendment") to the Workforce Investment Act, Adult and Dislocated Worker Programs Contract, also identified as WIA Adult Contract No. 20005 and WIA Dislocated Worker Contract No. 20046, (hereafter referred to as "Contract") with Affiliated Computer Services (herein referred to as "ACS"), is made and entered into by and between the County of Los Angeles (hereafter referred to as "COUNTY"), ACS, and Arbor Employment & Training, LLC (herein referred to as "ARBOR"), on this _____ day of _____, 2006.

WHEREAS, COUNTY and ACS are parties to the Contract whereby the latter provides Title I, Workforce Investment Act, program services and is the administrator and operator of the East Los Angeles Employment and Business WorkSource Center;

WHEREAS, Section 1203 of the Contract, entitled, Prohibition Against Delegation and Assignment, requires that COUNTY give its prior written consent to any assignment of rights or delegation of duties under the Contract;

WHEREAS, ACS seeks to assign all of its rights under the Contract and delegate all of its duties under the Contract to ARBOR;

WHEREAS, COUNTY has reviewed financial and other documents related to the assignment and finds that ARBOR is a responsible entity capable of carrying out the duties required under the Contract; and

WHEREAS, this Amendment is prepared and executed by COUNTY, ACS, and ARBOR as required under Section 1202 of the Contract, entitled Contract Modifications/Amendments;

NOW THEREFORE, COUNTY, ACS and ARBOR agree as follows:

1. Effective date of BOS approval, COUNTY hereby consents to the assignment of all rights and the delegation of all duties under the Contract by ACS to ARBOR. Accordingly, the Contract formerly between COUNTY and ACS shall be between COUNTY and ARBOR.
2. All Contractor rights and responsibilities under the Contract are assigned and delegated by ACS to ARBOR effective date of BOS approval.
3. ARBOR is in a position to fully perform all obligations that may exist under the Contract.
4. ARBOR agrees to be bound by and to perform under the Contract with COUNTY in accordance with the conditions contained in the Contract.

5. ARBOR assumes all obligations and liabilities of, and all claims against, ACS, including, but not limited to, those under the Contract as if ARBOR were the original party to the Contract.

6. ARBOR ratifies all previous actions taken by ACS under the Contract with the same force and effect as if the action had been taken by ARBOR.

7. COUNTY recognizes ARBOR as ACS's successor in interest in and to the Contract. ARBOR, by this Amendment, becomes entitled to all rights, titles, and interests in the Contract as if ARBOR was the original party to the Contract. Following the effective date of this Amendment, the term "CONTRACTOR" as used in the Contract shall refer to ARBOR.

8. All payments and reimbursements previously made by COUNTY to ACS and all other previous action taken by COUNTY under the Contract shall be considered to have discharged those parts of COUNTY's obligation under the Contract. All payments and reimbursements made by COUNTY after the date of this Amendment in the name of or to ARBOR shall have the same force and effect as if made to ACS and shall constitute a complete discharge of the COUNTY's obligation under the Contract to the extent of the amounts paid or reimbursed.

9. Effective date of BOS approval, any payments due under the Contract from COUNTY for services which have not yet been paid shall be paid to ARBOR.

10. ARBOR will assume responsibility for any and all audit exceptions applied at any time against ACS in relation to the Contract. ARBOR will assume responsibility for the audit exceptions whether assessed by Federal, State or County audits.

11. All inadvertent future references to ACS under this Contract and Amendment shall be deemed references to ARBOR.

12. Except as expressly provided in this Amendment, nothing in it shall be construed as a waiver of any rights of COUNTY against ACS.

13. Section 7 of the Contract, entitled NOTICES/AUTHORIZED SIGNATURES, is deleted in its entirety and replaced to read as follows:

SECTION 7. NOTICES/AUTHORIZED SIGNATURES. (a) Notices:

Unless otherwise set forth in this Contract, notices required or permitted to be given under the terms herein or by any law now or hereafter in effect shall be sent to:

- | | |
|---|--|
| (1) County of Los Angeles
Cynthia D. Banks
Interim Director
County of Los Angeles
Community and Senior Services
3175 West Sixth Street
Los Angeles CA 90020 | County of Los Angeles
Josie Marquez, Director
Workforce Development Branch
County of Los Angeles
Community and Senior Services
3175 West Sixth Street
Los Angeles CA 90020 |
|---|--|

- (2) Contractor

Attention: _____

(b) Authorized Signatures. Person(s) authorized to sign Contractor's Reimbursement Requests:

_____ (Authorized Signature)	_____ (Authorized Signature)
_____ (Typed Name)	_____ (Typed Name)
_____ (Title)	_____ (Title)

14. Section 217, Debarment and Suspension, of the Contract is deleted in its entirety and replaced to read as follows:

§ 217. CONTRACTOR RESPONSIBILITY AND DEBARMENT.

(a) CONTRACTOR certifies that it has not been subject to debarment or suspension under any federal, state, or local grant program and will inform the County immediately of any future debarment or suspension. Said certification, which shall be in a form acceptable to the County, shall be submitted to the County no later than the date of execution of this Contract by CONTRACTOR.

(b) A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to

perform the contract satisfactorily. It is the County's policy to conduct business only with responsible contractors.

(c) CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of CONTRACTOR on this or other contracts that indicates that CONTRACTOR is not responsible, the County may, in addition to other remedies provided in the Contract, debar CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on County Contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts CONTRACTOR may have with the County.

(d) The County may debar a Contractor if the Board of Supervisors finds in its discretion that CONTRACTOR has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission that reflects negatively on CONTRACTOR's quality, fitness, or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice that reflects negatively on same; (3) committed an act or offense that indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

(e) If there is evidence that CONTRACTOR may be subject to debarment, COUNTY will notify CONTRACTOR in writing of the evidence that is the basis for the proposed debarment and will advise CONTRACTOR of the scheduled date for a debarment hearing before CONTRACTOR Hearing Board.

(f) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONTRACTOR and/or CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision that shall contain a recommendation regarding whether CONTRACTOR should be debarred and, if so, the appropriate length of time of the debarment. CONTRACTOR and COUNTY shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

(g) After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

(h) If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that CONTRACTOR has demonstrated one or more of the following adequately: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or

management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

(i) The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

(j) These terms shall apply also to all subcontractors and/or consultants of County Contractors.

15. Section 1203, Prohibition Against Delegation and Assignment, of the aforementioned Contract is deleted in its entirety and replaced to read as follows:

§ 1203. Assignment by Contractor

(a) Contractor shall not assign or delegate its duties under the Contract, or both, whether in whole or in part, without the prior written consent of County in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Contract that is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Contract shall be deductible at County's sole discretion against the claim that Contractor may have against County.

(b) Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring prior written consent of County in accordance with applicable provisions of this Contract.

Any assumption, assignment, delegation, or takeover of any of CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than , whether through assignment, subcontract, delegation, merger, buyout or any other

mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract that may result in the termination of the Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

16. EXCEPT AS PROVIDED IN THIS AMENDMENT, ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed on its behalf by the Interim Director of the Department of Community and Senior Services and Contractor/Assignee ACS and Contractor/Assignor ARBOR have subscribed the same through their respective authorized officers, as of the day, month and year first above written. The persons signing on behalf of ACS and ARBOR warrant under penalty of perjury that they are authorized to bind their respective organizations.

COUNTY OF LOS ANGELES

By _____
Cynthia Banks, Interim Director
Department of Community and Senior
Services

Affiliated Computer Services
CONTRACTOR—ASSIGNOR

By _____
Name _____
Title _____
By _____
Name _____
Title _____

Tax Identification Number

Arbor Employment & Training, LLC
CONTRACTOR -- ASSIGNEE

By _____
Name _____
Title _____
By _____
Name _____
Title _____

Tax Identification Number

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER, Jr.

BY _____
Deputy County Counsel